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Government of Karnataka

Rs. 1,00

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Purchased by	:	B M MUNIRAJU
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXECUTIVE ENGINEER BYATARAYANAPURA DIVISION BBMP
Second Party	:	B M MUNIRAJU
Stamp Duty Paid By	:	B M MUNIRAJU
Stamp Duty Amount(Rs.)	:	1,000 (One Thousand only)

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AGREEMENT

Job Cost: 100.00 lakhs **AGR/ No. EE/BTP/AG/ 217 /18-19**

This agreement made on this 25 day of Jan 2019 Between the **Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bellary Road, Byatarayanapura, Bangalore – 92, on behalf of the Commissioner, Bruhat Bangalore Mahanagara Palike, Bangalore.** (hereinafter called "the Employer") of the one part and **Sri. B.M. Muniraju, #432/A, Unnati nilaya, 1st Main, 1st Cross, Shivashankara Block, Hebbala, Bangalore-24** (hereinafter called "the Contractor") of the other part.

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Where as the Employer is desirous that the Contractor execute the work of **Package-5, includes 3 works of Rs.100.00 lakhs** 1) Asphalting to Roads and Improvements to Drains at Bharathangara Cross Roads Near Baloon Factroy Surrounding in Ward No. 06 Byatarayanapura Sub Division. 2) Asphalting to Roads and Improvements to Drains at Balaji Layout Near Railway Gate Thanisandra in Ward No. 06 Byatarayanapura Sub Division. 3) Providing Cement Concrete Road and improvements to Drains at Sadiq Layout Cross Roads in Ward No. 06 Byatarayanapura Sub Division. Indent No. 28390 (Hereinafter called the works") and the Employer has accepted the tender by the contractor for the execution and completion of such works and the remedying of any defects therein at a contract price of **95,15,913.90 (Rupees Ninety Five Lakhs Fifteen Thousand Nine Hundred Thirteen and paise Ninety only)** Which works out 6.15% Above of CSR and contractor has paid 5% FSD of amount Rs. 2,75,800/- paid through TDR No. 248361657 Dt: 09.01.2019, SBI Valid Till 09.07.2020.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor here by covenants with the Employer to execute and complete the works and remedy any defects therein conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. Frequency of the quality test of all the materials and other tests have to be conducted by the contractor as per MORT&H (IV th Revision) I.R.C. guidelines and other relevant Indian standards in his laboratory or any other laboratory assigned by BBMP on his own cost in presence of Engineer / consultants appointed by BBMP
5. Works costing more than Rs.10 Lakhs are subject to third party test and the cost of the same shall be borne by the contractor.
6. For Asphalting works i.e., BM and BC those who own their hot mix plant 40-60 TPH & mechanical paver only shall apply.

   Further Details of the Work can be obtained from the Office of the Executive Engineer Byatarayanpura Division, BBMP, office, Byatarayanpura Bangalore –92.

   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Tender;
   iv) Contract Data
   v) Specifications;
   vi) Drawings;
   vii) Bill of quantities; and
   viii) Any other document listed in the Contract Data as forming part of the contract.
7. The contractor shall complete the said work to the satisfaction of the BBMP within 4 Months form the date of entrustement of the work including monsoon period. Defect labiality of this work is 3 Years.

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of

was hereunto affixed in the presence of : 1)_____

2)_____

Signed, Sealed and Delivered by the said Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bruhat Bangalore Mahanagara Palike.

Binding Signature of Contractor _____

In the presence of :

Binding Signature of Employer:

18/01

Executive Engineer
Byatarayanapura Division,
B,B,M,P. Bangalore –92.

18/01